

VOLUNTARY CORRECTIVE ACTION AGREEMENT
BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND THE DEFENSE LOGISTICS AGENCY (OH6 210 020 222)

I. Purpose

The U.S. Environmental Protection Agency and the Defense Logistics Agency (DLA), each referred to as the Party and collectively as the Parties, enter into this Voluntary Corrective Action Agreement (Agreement) for DLA to work independently and voluntarily to investigate, and as necessary, stabilize and remediate releases of hazardous wastes or hazardous constituents at or from DLA's Land and Maritime facility located at Columbus, OH (Facility). Attachment 1 shows the location of the Facility. The Parties agree that DLA will independently, voluntarily, and expeditiously investigate and, as necessary, remediate the Facility in a timely manner by following the procedures and guidelines in this Agreement.

II. Background

The DLA Land and Maritime property is approximately 530 acres of urban developed land in Columbus, Ohio. It is bordered on the north by Fifth Ave, on the west by James Road, on the south by Broad Street, and on the east by Yearling Road. It is surrounded by light industrial, commercial, and residential property. Since its inception, it has consisted of up to 121 buildings, 736,000 square feet of office space, and 5.1 million square feet of warehouse space.

In 1988, DLA Land and Maritime tested the integrity of its known underground storage tanks (USTs) per Ohio Bureau of Underground Storage Tank Regulations (BUSTR). Based on the information from the tank integrity tests, it was concluded that virtually all of the USTs were found to have been releasing to the environment. It was recommended that all of the tank sites be investigated.

During a Facility Assessment performed in 1989, by AT Kearney Inc., seventy seven (77) Solid Waste Management Units (SWMUs) and one Area of Concern (AOC) were identified. It was determined that fifty one (51) of the units did not manage hazardous waste and/or constituents; or were managed with minimal risk to the environment. Seven (7) units were suspected of having managed hazardous waste and/or constituents at some point. One (1) was a locomotive wash area. The remaining units, eighteen (18) in total were identified as SWMU-associated tanks. Sixteen (16) of these tanks were underground storage tanks (USTs) and the remaining two (2) were aboveground tanks (ASTs).

Twelve (12) of the sixteen (16) USTs were excavated. Four (4) non-operational USTs are still present at the Facility. In 1992, the twelve (12) excavated UST sites were chosen for further delineation of the risks associated with the detected contamination. These investigations determined some impacts were still present. Between 1992 and 2001, corrective actions were performed on these twelve (12) sites along with two (2) additional sites. Historical groundwater data have shown elevated levels of chlorinated solvents and fuel related compounds.

III. Project Manager

The Parties will each designate a Project Manager and notify each other in writing within fourteen (14) days of the effective date of this Agreement on the selection of a Project Manager. The notification will also contain proper contact information: Name; address; telephone number and email address. To the extent practicable, all communications between DLA and the EPA, and all documents, reports, approvals and other correspondence concerning the activities pursuant to this Agreement, are to be directed through the respective Project Managers. The Parties will provide verbal notice as soon as possible and written notice within fourteen (14) days, whenever a new Project Manager is assigned.

IV. Definitions

This Agreement incorporates the definitions in Resource Conservation and Recovery Act (RCRA) and/or in regulations promulgated or guidance developed under RCRA, unless otherwise specified.

V. Work To Be Performed

DLA agrees to perform the actions specified in this section in the manner and within the timeline specified herein, subject to availability of appropriated funds as provided in Section X, below. All work will be performed in a streamlined and flexible manner consistent with all applicable legal requirements. DLA will perform corrective action activities, pursuant to this Agreement, in compliance with RCRA and other applicable Federal laws and their implementing regulations, and consistent with all relevant EPA guidance documents as appropriate to the Facility. This guidance includes, but is not limited to, the Documentation of Environmental Indicator Determination Guidance and relevant portions of the Model Scopes of Work for RCRA Corrective Action and of the EPA's Risk Assessment Guidance for Superfund (RAGS) and related policies.

DLA will work independently, voluntarily, and expeditiously to investigate and, as necessary, remediate releases of hazardous waste and/or constituents at or from the Facility that may present an unacceptable risk to human health and the environment.

A. RCRA Facility Investigation (RFI)

1. DLA will provide to the EPA, within 270 days after the effective date of this Agreement, copies of the reports prepared to date which provide information on current and historic Facility conditions and a brief Current Conditions Report covering all areas of the Facility. The Current Conditions Report (CCR) will include any recent sampling data and a summary of the historic operations, remedial efforts, and physical setting of the Facility. The CCR will describe, at a minimum, any past or present locations at the Facility where treatment, storage, or disposal of hazardous waste might have taken place.
2. DLA will perform phased investigations, at a minimum, at the locations identified in the CCR as needing further investigation to identify the nature and extent of any releases of hazardous waste and/or hazardous constituents at or from the Facility which may pose an unacceptable risk to human health or the environment and provide a report to the EPA no later than 30 April 2013. The report will also describe the nature and extent of any

releases of hazardous waste and/or hazardous constituents at or from the Facility which do not pose an unacceptable risk to human health or the environment, and provide the basis for those conclusions, including an evaluation of the risks.

The investigation report may be prepared in phases to provide timely support for the demonstrations described in Section B, below, and for the determinations and proposal described in Section C, below. If an investigation determines that acceptable risks to human health or the environment are exceeded, DLA will determine the need for interim measures based on a professional evaluation of the data and will notify the EPA of the planned course of action.

3. DLA may choose to proceed with remedial actions to limit Facility investigation or risk assessment activities in order to complete the work as defined in Sections B and C below.

4. DLA will provide copies of the documentation describing the current zoning designation that pertains to the Facility and the portion of the zoning ordinance that pertains to the zoning designation. If there is a change in land usage and/or subsequent zoning at the Facility or any portion of the Facility, a copy of the change in zoning designation must be submitted to the EPA.

B. Environmental Indicator Reporting

No later than 30 September 2014, DLA will submit an Environmental Indicators Report that demonstrates the following:

1. All current human exposures to contamination at or from the Facility are still under control. That is, for all media known or reasonably suspected to be contaminated with hazardous wastes or hazardous constituents above risk-based levels, for which there are complete pathways between contamination and human receptors, significant or unacceptable exposures do not exist.
2. Migration of contaminated groundwater at or from the Facility is stabilized. That is, the migration of all groundwater known or reasonably suspected to be contaminated with hazardous waste or hazardous constituents above acceptable levels is stabilized to remain within any existing areas of contamination as defined by monitoring locations designated at the time of the demonstration. In addition, any discharge of groundwater to surface water is either insignificant or shown to be currently acceptable according to an appropriate interim assessment. Monitoring and measurement data will be collected in the future as necessary to verify that migration of any contaminated groundwater is stabilized.
3. In order to prepare for and provide the demonstrations required by Sections B.1 and B.2., above, DLA will do the following:
 - a. Determine appropriate risk screening criteria under current use scenarios and provide the basis and justification for the use of these criteria.
 - b. Determine any current unacceptable risks to human health and the environment and describe why other identified risks are acceptable.

- c. Control any unacceptable current human exposures that are identified. This may include performing any corrective actions or other response measures (Corrective Measures) necessary to control current human exposures to contamination to within acceptable risk levels.
- d. Stabilize the migration of contaminated groundwater. This may include implementing any Corrective Measures necessary to stabilize the migration of contaminated groundwater.
- e. Conduct groundwater monitoring to confirm that any contaminated groundwater remains within the existing area of contamination.
- f. Prepare a report, either prior to or as part of the Environmental Indicators Report, which provides a description and justification for any interim actions to meet the requirements of this Section, including sampling documentation, construction completion documentation, and/or confirmatory sampling results.

C. Corrective Measures Proposal

1. DLA will propose to the EPA by 30 September 2014, final corrective measures necessary to protect human health and the environment from all unacceptable risks due to historic practices which have resulted in releases of hazardous waste and/or constituents at or from the Facility. The Final Corrective Measures Proposal (CMP) will describe all corrective measures implemented at the Facility since the effective date of this Agreement. It will also include a description of all corrective measures evaluated by DLA, a detailed explanation of why the proposed final corrective measures were preferred by DLA, and an evaluation of the cost estimates for the final corrective measures. The Final CMP will also include a detailed schedule of the time it will take to construct and implement the final corrective measures and submit a Final Corrective Measures Construction Completion Report. This schedule will be completed within two years after the EPA selects the final corrective measures and will include as much of the initial construction work as practicable. All final corrective measures will be completed within a period of time determined by the Parties to be reasonable to protect human health and the environment.
2. As part of developing its proposals, DLA must propose appropriate risk screening cleanup objectives, and points of compliance under current and reasonably expected future land use scenarios and provide the basis and justification for these decisions.
3. The EPA may request supplemental information from DLA if it determines that the Final CMP and supporting information do not provide an adequate basis to support the selection of the corrective measures proposed that will protect human health and the environment. DLA will provide such supplemental information in a timely manner as directed in writing by the EPA.
4. The EPA will provide the public with an opportunity to review and comment on its proposed final corrective measures, including a detailed description and justification for its proposals (the Statement of Basis). Following the public comment period, the EPA will select the final corrective measures and provide notification of its decision and rationale in a Final Decision and Response to Comments (Final Decision).

5. DLA will implement the final corrective measures selected in the EPA's Final Decision according to the schedule therein.
6. If the Final Decision is based upon land use or other restrictions at the property, DLA agrees to place appropriate designations on the master planning documents and file with the Installation Real Property Officer.

VI. Site Access

The EPA and its agents, employees, and representatives are authorized to enter and move about the property in accordance with the Facility's general site security and safety requirements for the purposes of, but not limited to, interviewing DLA personnel and contractors; inspection of all records, operating logs, files, photographs, documents, contracts, and other writings, including all sampling and monitoring data that pertain to work undertaken pursuant to this Agreement; and provide copies thereof, if requested by the EPA; conducting such tests, sampling, or monitoring as the EPA or the EPA Project Manager deem necessary; using a camera in accordance with the installation security requirements, sound recording in accordance with the installation security requirements, or other documentary-type equipment; and verifying the reports and data submitted to the EPA by DLA. All reports, data, chain-of-custody forms, laboratory QA/QC summaries, photographs, field notes, and other information produced pursuant to this Agreement are to be submitted to the EPA. DLA may claim any of the aforementioned information as Confidential Business Information (CBI), as set forth in the EPA's regulations codified at 40 C.F.R. Part 2.

VII. Reporting and Public Involvement

- A. DLA agrees to establish a publicly accessible repository for information regarding Facility activities and will conduct public outreach and involvement activities, consistent with the EPA Public Participation Manual and in consultation with the EPA, as appropriate for the Facility.
- B. DLA agrees to provide quarterly progress reports to the EPA Project Manager by the fifteenth (15th) day of the month following each quarter. The report will list the work performed to date, data collected, problems encountered, project schedule and the percent of the project completed and will attach copies of all data collected during the previous months.
- C. The Parties will communicate frequently and in good faith to ensure successful completion of the requirements of this Agreement and will meet on at least a semi-annual basis to discuss the work proposed and performed under this Agreement.
- D. DLA agrees to submit a Final Remedy Construction Completion Report which documents that all work performed was completed in accordance with the approved Final Decision. The Completion Report shall include the following:
 1. Documentation of compliance with the cleanup standards in the Final Decision.
 2. If the Final Decision is based upon land use or other restrictions at the property, DLA agrees to place appropriate designations on the master planning documents and file with the Installation Real Property Officer.

E. If ongoing monitoring and/or operation and maintenance are required after construction of the final corrective measures, DLA will include a Monitoring and/or Operations and Maintenance (O&M) Plan in the Final Remedy Construction Completion Report to be submitted for review by the EPA. Implementation of any O&M Plan for the Facility will be the subject of a separate agreement or order.

F. Any risk assessments conducted by DLA must estimate human health and ecological risks for both current and reasonably likely maximum exposure for both current and reasonably expected future land usage scenarios. Risk assessments will be conducted in accordance with RAGS or other appropriate EPA guidance. DLA will use appropriate screening values when screening to determine whether further investigation is required. Appropriate screening values may include those derived from Federal Maximum Contaminant Levels, EPA Region 9 Preliminary Remediation Goals, EPA Region 5 Ecological Screening Levels, and EPA Ecological Soil Screening Levels.

G. All sampling and analysis conducted under this Agreement will be performed in accordance with a Quality Assurance Project Plan (QAPP) prepared in accordance with the EPA, Region 5 Quality Assurance Project Plan Policy (April 1998) as appropriate for the Facility, and be sufficient to identify, characterize, and delineate the nature and extent of all releases. The EPA may audit laboratories selected by DLA or require DLA to purchase and have analyzed any Performance Evaluation (PE) samples selected by the EPA, for compounds of concern. DLA will notify the EPA in writing at least fourteen (14) days before beginning each separate phase of field work performed under this Agreement. At the request of the EPA, DLA will provide or allow the EPA or its authorized representative to take split or duplicate samples of all samples collected by DLA under this Agreement.

VIII. Record Preservation

A. DLA will retain, during the pendency of this Agreement, and for at least six (6) years after termination of the entire Agreement, all data and all final documents now in its possession or control or which come into its possession or control which relate to this Agreement or to waste disposal activities at the Facility. DLA will notify the EPA in writing ninety (90) days before destroying any such records, and will provide the EPA the opportunity to take possession or obtain copies of any such documents. DLA notice will refer to the effective date and name of this Agreement and will be addressed as follows:

Project Manager
U.S. EPA, Region 5
Land and Chemicals Division
77 West Jackson Boulevard
Chicago, Illinois 60604

DLA will promptly provide the EPA's Project Manager with a copy of any such notice.

B. DLA further agrees that within thirty (30) days after retaining or employing any agent, consultant or contractor (Agents) to carry out the terms of this Agreement, DLA will arrange with the Agents to provide DLA with a copy of all data and final non-privileged documents produced under this Agreement.

C. DLA agrees that it will not assert any claim of privilege for any data developed to prepare any reports or conduct any investigations or other actions taken pursuant to this Agreement.

IX. Modification, Termination and Satisfaction

A. This Agreement may be modified by written, mutual agreement of the Parties. The Project Mangers may agree in writing to extend any deadline in this Agreement.

B. Either Party may unilaterally discontinue this Agreement upon written notice to the other party.

C. DLA may request that the EPA issue a determination that DLA has remediated all or a portion of the Facility to applicable clean-up standards and, therefore, the Facility, or said portion of the Facility, poses no threat to human health and the environment. DLA will submit documentation supporting its request. The EPA will respond in writing. If the EPA approves DLA's request, it will issue a "No Further Action" determination for all or the requested portion of the Facility.

D. The provisions of this Agreement will be satisfied when DLA has achieved the corrective action cleanup standards and this Agreement will terminate upon DLA's and the EPA's prompt execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights" (Acknowledgment). DLA execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, to maintain any land or resource use restrictions, to perform O&M and long-term monitoring activities, to establish and maintain financial assurance as applicable, permanent markers or other long-term measures, and to recognize the Parties' reservation of rights as required in Section XI.

E. A determination to terminate corrective action, after DLA completion of a Final CMP and the Parties' observation of the procedures set forth in Paragraphs IX.C., and IX.D. above, shall not preclude the EPA from requiring further corrective action at a later date if new information or subsequent analysis indicates that a release or threat of a release of hazardous waste or constituent at or from the Facility exists which may pose a threat to human health and the environment, or if there is a change in the use of any portion of the Facility such that the cleanup criteria upon which the corrective action under this Agreement is based are no longer applicable.

F. If a legally enforceable agreement has been entered into between the EPA or the State EPA and DLA to implement and maintain institutional and engineered controls and O&M of the final corrective measures, the EPA will terminate this Agreement with DLA and the EPA may provide a determination of corrective action complete with controls.

G. As soon as DLA becomes aware of the potential for delay beyond its control with respect to any activity that is governed by a deadline established in this agreement, it shall submit to the EPA written documentation stating the reasons for the delay and the efforts made to avoid the delay, as well as the proposed time to complete the work. The EPA shall review the documentation and will promptly approve a new schedule if good cause is shown.

X. Funding

A. It is the expectation of the Parties to this Agreement that all obligations of DLA arising under this Agreement will be fully funded and where actions by DLA are required in order to comply with RCRA, they will be met in a timely manner. DLA agrees to seek sufficient funding to fulfill its obligations under this Agreement by making timely requests under the Department of Defense budgetary process.

B. Any requirement for obligation of funds by DLA established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

C. If sufficient funds are not available to fulfill DLA's obligations under this Agreement, the Parties shall meet to discuss the funding shortfall, the ways of resolving it, and whether it is appropriate to adjust the deadlines set forth in Section V that are affected by the funding shortfall.

XI. Reservation of Rights

A. The Parties reserve any and all rights, remedies, authorities or defenses that they respectively have under law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims or defenses in either Party or by or for any third party. Nothing in this Agreement relieves DLA from complying with applicable Federal, State, and local laws.

B. This Agreement does not limit or affect the rights of the Parties against any third party, nor does it limit the rights of the third parties.

C. The Parties agree that this agreement does not constitute any decision on pre-authorization of funds under §111(a) (2) of CERCLA, 42. U.S.C. § 9611(a) (2).

XII. Effective Date

This Agreement is effective on the date the last Party signs.

DATE: _____ BY: _____

Phil Dawson
Staff Director
Environmental Management
DLA Installation Support

DATE: _____ BY: _____

Jose G. Cisneros, Chief
Remediation and Reuse Branch
Land and Chemicals Division
United States Environmental Protection Agency
Region 5

Attachment 1: Site Figure

Attachment 2: Reference Documents List

Reference Documents:

1. AT Kearney, DSCC RCRA FA VSI (April 31, 1989).pdf
2. ATEC, Report of Findings of SIs of UST Releases ((June 1989).pdf
3. Booz Allen Hamilton, DSCC Restoration Sites, Document Review and Recommendations (2009).pdf
4. California EPA Guidance for Manual GW Investigation (July 1995).pdf
5. Dodson Lindbloom, DSCC FINAL Phase II Contamination Eval., Roosevelt Ave Dump Site (March 1996).pdf
6. DSCC DSERTS Report (February 2, 2009).pdf
7. DSCC Summaries of Sites Requested for Closeout (September 9, 2004).pdf
8. FBA, DSCC Report on RA at Sites 16 and 17 (September 27, 1994).pdf
9. Floyd Browne, DSCC March 1993, Test Borings and Sampling, Bldgs. 309 and 41 (April 1993).pdf
10. Floyd Browne, DSCC Closure Report for UST Removal (September 1990).pdf
11. Laughlin, TO 0278 Project Kickoff Meeting Agenda, PST Tank 2100-A (January 28, 2009).pdf
12. Law, DCSC, Revisal Final Alternate Analysis for Remediation, Areas 1, 2, 10 (May 25, 1993).pdf
13. Law, DSCC DRAFT Contamination Eval., Roosevelt Ave Dump Site (April 1993).pdf
14. Law, DSCC Final Multisite UST GW Investigation, Vol. 1, Sections 1.0 - 5.0 (March 1993).pdf
15. Law, DSCC Revised Final Report Alternative Analysis for Remediation Areas 1, 2, &10 (May 1993).pdf
16. MACTEC, DSCC Final EBS (September 2004).pdf
17. OAC 1301-7-9-13 Petroleum UST Corrective Action (1999).pdf
18. Ohio Bureau of UST Fact Sheet 2005 CA Rule, TPH Sampling Requirements (February 2007).pdf
19. Ohio Bureau of UST Fact Sheet Drinking and GW Determination (October 1999).pdf
20. Ohio Bureau of UST Fact Sheet Revised 1999 Corrective Action Rule (June 1999).pdf
21. Ohio Bureau of UST Fact Sheet Tanks Closure Guidelines (April 1999).pdf

22. Ohio Bureau of UST Fact Sheet Tanks regulated by BUSTR (April 1999).pdf
23. Ohio Bureau of UST Fact Sheet Transition from 1999 to 2005 Corrective Action Rule (February 2007).pdf
24. Tracer Corp, DSCC Shallow Soil, Gas, and GW Investigation (December 1991, January 1992).pdf
25. US AEHA July 1998 Geohydrologic Study (December 1998).pdf